

# Request for Qualifications & Proposals for Surveying Project 15-03 Barrington, New Hampshire

The Town of Barrington will accept sealed proposals for General Surveying Services". Proposals must be submitted in a sealed envelope plainly marked: Sealed Request for Proposal: #15-03 General Surveying Services and delivered to:

John Scruton, Town Administrator Town of Barrington, New Hampshire PO Box 660 333 Calef Highway Barrington, NH 03825

All proposals must be received no later than January 21, 2015 at 3 PM. No late proposals, telephone, faxed, or emailed proposals will be accepted. The proposal specifications, appendices and proposal forms are contained herein and may be obtained by contacting the Town Administrator at Town Offices, PO Box 660, Barrington, NH 03825, (603) 664-7395, <a href="mailto:barringtonta@gmail.com">barringtonta@gmail.com</a>. They will also be on the town website. All questions must be submitted in writing (email preferred barringtonta@gmail.com) to the Town Administrator. All proposals must be made on the proposal forms

#### I. Introduction

The Town of Barrington, New Hampshire (herein referred to as either Town or Town of Barrington) is soliciting Statements of Qualifications and Requests for Proposals for General Surveying Services in support of assisting the Town of Barrington's various Boards and Committees during the next three years. Work may be needed in the areas of Boundary Research and Determination, Right of Way Location, Topographical Survey, Deed Research, Development, and Recording, and Surveying.

# II. Background

The Town has the need to acquire general surveying services from time-to-time to aid in developing its capital improvement program and to manage its current real estate assets including easements and the acquisition of future real estate assets.

### III. Scope of Services

It is envisioned that the Town will engage the services of one or two surveying firm who have the capability to meet the needs of the Town as it relates to the following:

- Boundary Research and Determination Conduct research of all public land recording agencies
  (e.g. Town of Barrington, Strafford County Registry of Deeds, and any other applicable data
  repository) to precisely determine the boundaries of various parcels of real estate that the Town
  of Barrington may have an interest in using generally accepted surveying practices. Conduct the
  necessary boundary surveys of any properties of interest in order to determine and/or verify the
  boundaries of such property. Install generally accepted monuments in order to clearly identify
  property corners and other monuments that clearly define the limits of any properties of
  interest.
- 2. Right of Way Location Research and locate areas of rights-of-way owned and/or maintained by the Town of Barrington as directed by an authorized Barrington Town official to precisely locate, as directed, items in the right of way such as: structures, roadways, signs, underground utility infrastructure, utility poles, etc. Such an effort would typically be an effort to determine whether or not such items are inside or outside the public right of way.
- 3. Topographical Survey Conduct a general survey of a property of interest at the direction of an authorized Town official for the purpose of determining all features of a property including the vertical elevations on the property, including land forms, foundations, surface and/or subsurface structures, and any other element of the property or properties that will aid the Town to meet the information needs at the time.
- 4. Deed Research, Development, and Recording Conduct property research from time-to-time. The Town may also have the need to have deed descriptions written and recorded at the registry of deeds.

## IV. Experience and References:

- A. The survey consultant shall provide a summary of experience that pertains to the disciplines described in section III. The firm shall provide brief summaries of the location and scope of similar survey efforts performed elsewhere for state, municipal, and/or private clients. This should include any evidence of familiarity with the Town of Barrington and proximity to Barrington.
- B. Demonstrate knowledge and familiarity with land issues and data banks in southeastern New Hampshire, particularly in Strafford County. .
- C. Resumes of key persons, who would likely be working with the staff in Barrington, shall be inserted, particularly the designated program/client manager, project managers, and key discipline "experts". Key persons shall have significant experience working in New Hampshire. Resumes should be

kept to two pages or less. This should also include resumes of the wetland scientist that would be included

- D. List of 4 references for which you have performed work of a similar nature. Include names of contact persons, with address and telephone numbers, so that the Town can contact them. At least two and preferably most of them should be from New Hampshire.
- E. In a second sealed envelope, the hourly rates.

#### V. Timeframe:

It is envisioned that the Town will have a relationship with the primary selected survey firm for at least three years (calendar years 2015, 2016, 2017) and possibly up to five years to finish out projects. The Town will specify when the work will begin, but once the Town has issued an authorization to proceed, will indicate if time will be of the essence and the consultant will be expected adhere to a mutually agreed upon schedule to complete the scope of the project within the agreed upon schedule.

Once a project is authorized, the consultant is expected to work independently, providing the Town with regular progress updates so that critical decisions can be made.

VI. Fee Schedule (separate second sealed envelope within the first)

Task Rates

|                              | CY-2015  | CY-2016  | CY-2017  |
|------------------------------|----------|----------|----------|
| Research                     |          |          |          |
|                              | Per hour | Per hour | Per hour |
| Two-person survey crew       | Per hour | Per hour | Per hour |
| Three-person survey crew     | Per hour | Per hour | Per hour |
| Use of GPS equipment & crews | Per hour | Per hour | Per hour |
| Office Work                  | Per hour | Per hour | Per hour |
| Travel Expenses              | Per Mile | Per Mile | Per Mile |

A schedule in the second seal envelope shall show the firm's fees for each employee grade level and job title. This shall also include the firm's mark-up for overhead and profit projected over the next three calendar years, including for subcontractors. Standard fees for expenses, travel, equipment usage,

administration, and subcontractor mark-up shall also be attached. These billing rates will be used for the any subsequent work that is issued during the term of this contract.

#### VII. Insurance

The firm shall include evidence of insurance including but not limited to general liability, property and casualty, professional liability, and worker's compensation insurance. This evidence shall be shown on a certificate of insurance issued by the firm's insurance carrier(s). These must meet the minimum required by the Towns risk carrier, PRIMEX.

#### VIII. Proposal Evaluation

The basis of the proposal evaluation process will be primarily on the qualifications and references. The evaluation will be based upon all submittals, including references, focusing the following criteria in order of precedence:

- Experience with performing survey work in the Southeastern New Hampshire area in each of the disciplines described in Section III above, with a focus on boundary location and topographical surveying.
- Familiarity with Barrington and proximity to Barrington.
- Experience performing similar tasks to municipal, state, commercial, residential clients in that order.

The Town requires that the firm maintain an office within 1 hour travel time of the Town of Barrington, or not charge time and mileage from beyond that radius.

# IX. Submission Information

- A. Proposals must be received by the Town Administrator, Town of Barrington, PO Box 660, Barrington, NH 03825 not later than 3:00 PM, January 21, 2015.
- B. Proposals will be opened at the Selectmen's meeting January 26, 2015. The meeting is at the Elementary School Annex, 572 Calef Highway (Route 125) starting at 6:30 PM.
- C. Questions and requests for clarification must be in writing and received by the Town Administrator, Town of Barrington, PO Box 660, Barrington, NH 03825, or via e-mail at barringtonta@gmail.com by January 12, 2015. All requests for clarification and responses will be e-mailed or faxed by 5PM, January 14, 2015 to each consultant who has indicated it has obtained a copy of the RFP and has provided an e-mail address.

John Scruton, Town Administrator (603 664-7395) barringtonta@gmail.com Town of Barrington, PO Box 660, 333 Calef Highway, Barrington, NH 03825

Submittal Packages should be either GBC bound with spines not to exceed 1/4 inch or stapled D. with a single staple in the upper left hand corner. Six copies of the Statement of Qualifications shall be submitted by placing them in a suitably sized envelope or shipping box and labeled with the words "Town of Barrington, New Hampshire Survey Services Request for Qualifications; RFQ. 15-03".

| PROPOSAL FORM VENDOR: CONTACT PERSON: SIGNATURE: ADDRESS: EMAIL TELEPHONE #: |          |          |          |  |  |
|--|----------|----------|----------|--|--|
| Information in second envelope for rates                                     |          |          |          |  |  |
| VENDOR: CONTACT PERSON: SIGNATURE: ADDRESS: EMAIL TELEPHONE #:               |          |          |          |  |  |
| Task   |          | Rates    |          |  |  |
|  | CY-2015  | CY-2016  | CY-2017  |  |  |
| Research   | Per hour | Per hour | Per hour |  |  |
| Two-person survey crew   | Per hour | Per hour | Per hour |  |  |
| Three-person survey crew   | Per hour | Per hour | Per hour |  |  |
| Use of GPS equipment & crews   | Per hour | Per hour | Per hour |  |  |
| Office Work  | Per hour | Per hour | Per hour |  |  |
| Travel Expenses  | Per Mile | Per Mile | Per Mile |  |  |

Proposal results will be available January 27 at the Town Offices or by request via e-mail at the following address: barringtonta@gmail.com

X. Instruction to Proposers, Preparation of Proposal

- 1. The Proposer shall submit her/his proposal upon the forms furnished by the Town (attached). A sealed envelope containing the rates shall also be included.
- 2. The proposer's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address if each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
- 3. Include a statement of qualifications that includes a summary of experience that pertains to the disciplines described in section III. The firm shall provide summaries of the location and scope of similar recent projects that show experience in any of the tasks. Include resumes of key persons, who would likely be working with the staff in Barrington, particularly the designated program/client manager, project managers and key discipline "experts" including the wetlands scientist.
- 4. List of at least 4 references for which you have performed work of a similar nature. Include names of contact persons, with address and telephone numbers, so that the Town can contact them. At least one reference should be from a key decision maker from a municipality for whom the firm has worked.
- 5. All questions shall be submitted in writing to the Town Administrator. The Town Administrator will then forward both the question and the Town's response to the question to all prospective proposers.

XII. Instruction to Proposers, Irregular Proposals

Proposal will be considered irregular and may be rejected for any of the following reasons; however the Board of Selectmen retains the right to waive informalities and irregularities at its sole discretion:

- 1. If the proposal does not include the information listed above on proposal form, including valid signature of person authorized to sign.
- 2. If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- 3. If the proposer adds any provisions reserving the right to accept or reject an award.

XIII. Instruction to Proposers, Delivery of Proposals, Withdrawal, Opening, Disqualification

When sent by mail, the sealed proposal shall be addressed to the PO Box address and into the care of the Town Administrator or his designee. All proposals shall be filed prior to the time and at the place specified in the invitation for proposals. Proposals received after the time for opening of the proposals may be returned to the proposer, unopened, at discretion of Board of Selectmen. Faxed or emailed proposals are not acceptable, although an electronic copy can be submitted in addition to the printed one. The town is not responsible for delayed mail that misses the deadline.

A proposer will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

Proposals will be opened and read publicly at the Board of Selectmen Meeting January 26, 2015. Proposers, their authorized agents, and other interested parties are invited to be present.

Either of the following reason may be considered as being sufficient for the disqualification of a proposer and the rejection of his proposal of proposals:

- 1. Evidence of collusion among proposers.
- 2. Failure to supply complete information as requested by the proposal specifications.

#### XIV. AWARD AND EXECUTION OF CONTRACT

- 1. Proposals will be made public at the time of opening and may be reviewed only after they have been properly recorded. The second envelope is not opened until the decision is made on the ranking of the firms.
- 2. The Town will consider all proposals and make its selection based upon the firm(s) it determines is/are best for the town. After selecting the firm(s) that is/are believed best for the Town, the Selectmen will open the second envelope. Only if the Board deems the rates unsatisfactory and cannot reach agreement with that firm, will the Board move to the next firm(s) for consideration and open the second envelope for that firm.
- 3. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the Board of Selectmen; the best interest of the Town of Barrington will be promoted thereby.
- 4. Award: If a contract is to be awarded, the award will be made to the proposer that displays the best mix of qualifications, experience, and availability as it pertains to the type of services in section III above as soon as practical after the review process. No proposal shall be withdrawn for a period of (60) sixty days subsequent to the opening of proposals without the consent of the Town of Barrington. The successful proposer will be notified, by the form mailed to the address on his proposal, that his proposal has been accepted and that he has been awarded the contract.

- 5. Cancelation: The Town reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the Town.
- 6. Laws: The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder.
- 7. Contractor and Subcontractor Insurance: The Contractor shall deliver at the time of execution of a contract; certificates of all insurance required hereunder and shall be reviewed prior to approval by the Town of Barrington. The certificates of insurance shall state that the companies issuing insurance will endeavor to mail to the Town of Barrington ten (10) days-notice of cancellation, alteration or material change of any listed policies. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the Town of Barrington, the Contractor shall promptly make available a copy of any and all listed insurance policies. The requested insurance must be written by a Company licensed to do business in New Hampshire at the time the policy is issued. The Town of Barrington, NH shall be listed as an additional insured on the property and liability insurance and the workers compensation Certificates of Insurance. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project. . No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Department of Public Buildings & Grounds, required accounting information (W-9, etc.) and the Contract approved by the Town Administrator.
- a. Workmen's Compensation Insurance

Limit of Liability - \$100,000.00 per accident

b. Commercial General Liability

**Limits of Liability** 

Bodily Injury: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate

Property Damage: \$500,000.00 per occurrence, \$500,000.00 aggregate

Combined Single Limit, Bodily Injury and Property Damage:

\$1,500,000.00 per occurrence, \$1,500,000.00 aggregate

c. Automobile Liability

Limits of Liability - \$500,000.00 per accident

Any contract must be approved by PRIMEX as to liability, insurance levels, etc.

- 8. Indemnification: The Contractor shall indemnify, defend, and save harmless the Town of Barrington and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said Town of Barrington, its agents, employees or others.
- XV. Accident Protections: It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract. That a Contractor and any Subcontractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary hazardous or dangerous to health or safety. As determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

#### XVI. Subcontracts

- 1. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the Town of Barrington. The Division or Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.
- 2. The Contractor shall be as fully responsible to the Town of Barrington for the acts and omissions of Subcontractors and of persons employed by him, as he is responsible for the acts and omissions of persons directly employed by him.
- XVII. Protection of Work and Property: The Contractor shall, at all times, safely guard the Town's property from injury or loss in connection with this Contract. He shall, at all times, safely guard and protect his own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.
- XVII. Use of Premises and Removal of Debris: The Contractor expressly undertakes at his own expense:
- 1. To take every precaution against injuries to persons or damage to property;

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- 2. To comply with the regulations governing the operations of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of the Institution;
- 3. To perform any work necessary to be performed after working hours or on Sunday or legal holidays without additional expense to the Town, but only when requested to do so by the Town;
- 4. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- 5. Daily to clean up and legally dispose of (away from the site), all refuse, rubbish, scrap materials and debris caused by his operation. Including milk cartons, paper cups and food wrappings left by his employees, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- 6. All work shall be executed in a workmanlike manner by experienced mechanics in accordance with the most modern mechanical practice and shall represent a neat appearance when completed.
- Materials and Workmanship: Unless otherwise specified, all materials and equipment incorporated into the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in their respective trades. Where the use of optional materials or construction method is approved, the requirements for workmanship, fabrication and installation indicated for the prime material or construction method shall apply wherever applicable. Required and necessary modifications and adjustments resulting from the substitution or use of an optional material or construction method shall be made at no additional cost to the Town.

#### XIX. Standards:

- 1. Materials specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal Specification, Department's Standard Specifications, a trade association standard or other similar standard. Shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the data of advertisement, except as limited to type, class or grade or modified in such reference.
- 2. Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. In such cases the Contractor may, at his option, use any articles, device, product, material fixture, form or type of construction, which, in the judgment of the Town expressed in writing to all Proposers before opening of proposals as an addendum, is an acceptable substitute to the specified.

- 3. Substitution during Proposal Time: Whenever any particular brand or make of material or apparatus is called for in the Specifications, a Proposer's Proposal must be based upon such material or apparatus, or upon a brand or make which has been specifically approved as a substitution in an Addendum issued to all Proposers during the proposing time.
- 4. The intent is that the brand or make of material or apparatus, which is called for herein, establishes a standard of excellence, which, in the opinion of the Consultant and Engineer, is necessary for this particular Project.
- 5. Substitution after Proposal Opening: No substitutions will be considered after proposals have been opened unless necessary due to strikes, lockouts, bankruptcy or discontinuance of manufacture, etc. In such cases, the Contractor shall apply to the Town, in writing within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make.
- 6. The Town of Barrington will own all work produced under this agreement and be entitled to use it for its purposes.
- XX. Extras: Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the Town Administrator or if being done by the Conservation Commission, the Chairman of the Conservation Commission has ordered the same, in writing.
- XXI. Default and Termination of Contract: If the Contractor does not proceed in accordance with the Notice, then the Town of Barrington will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The Town of Barrington may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the Town of Barrington as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the Town of Barrington the amount of such excess.

Reasons for termination include but are not limited to if the Contractor:

- 1. Fails to begin work under Contract within the time specified in the notice to proceed; or
- 2. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work; or

- 3. Performs the work unsuitably or neglects or refuses to remove materials or to perform a new such work as may be rejected as unacceptable and unsuitable; or
- 4. Discontinues the prosecution of the work; or
- 5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so; or
- 6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
- 7. Makes an assignment for the benefit of creditors; or
- 8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the Town of Barrington will give notice, in writing, to the Contractor for such delay, neglect, and default.